

APPLICATION FOR THE CLEAN OHIO CONSERVATION FUND SUMMARY SHEET

CB BAB

APPLICANT: Hamilton County Park District CODE # 061-02037

DISTRICT NUMBER: 2 COUNTY: Hamilton DATE 2/28/03

CONTACT: Ross Hamre PHONE # (513) 728-3551, Ext. 256

FAX: (513) 521-2896

E-MAIL rhamre@greatparks.org

PROJECT NAME: Hensley Tract Acquisition

ELIGIBLE APPLICANT

(Check Only 1)

- ☐ A. County (1)
☐ B. City (2)
☐ C. Township (3)
☐ D. Village (4)
☐ E. Conservancy District (6)
☐ F. Soil & Water
 Conservation District (7)
☐ G. Joint Recreational District (8)
☒ H. Park District/ Authority (9)
☐ I. Nonprofit Organization (10)
☐ J. Other _____ (11)

PROJECT TYPE

(Check Largest Component)

- ☒ A. Open Space (7)
☐ B. Riparian Corridor (8)

PRIMARY PROJECT EMPHASIS 4

(Choose a category from Attachment A
which most closely describes our
primary project emphasis.)

ESTIMATED TOTAL

CLEAN OHIO CONSERVATION

PROJECT COST (from 1.1f): \$ 117,600.00 FUNDING REQUESTED: (from 1.2e) \$ 69,384.00

NRAC APPROVAL - To be completed by the NRAC Committee ONLY

GRANT: \$ _____

FOR OPWC USE ONLY

PROJECT NUMBER: _____

APPROVED FUNDING: \$

Local Participation _____%

Project Release Date:

Clean Ohio Fund Participation _____%

1.0 PROJECT FINANCIAL INFORMATION

1.1 PROJECT ESTIMATED COSTS: TOTAL DOLLARS In Kind Dollars

(Round to Nearest Dollar) (See definition in instructions.)

- | | | | |
|-----|--|----------------------|-------|
| a.) | Acquisition Expenses: | \$ <u>108,750.00</u> | _____ |
| | Conservation Easement Purchase | \$ <u>108,750.00</u> | |
| | Easement Purchase | \$ _____ | |
| | Other <u>Earnest Money</u> | \$ <u>.00</u> | |
| | | | |
| b.) | Planning and Implementation: | \$ <u>8,850.00</u> | _____ |
| | Appraisal | \$ <u>2,000.00</u> | |
| | Closing Costs | \$ _____ | |
| | Title Search | \$ _____ | |
| | Environmental Assessments | \$ <u>950.00</u> | |
| | Survey | \$ <u>4,400.00</u> | |
| | Other Eligible Costs | \$ <u>1,500.00</u> | |
| | | | |
| c.) | Construction or Enhancement of Facilities: | \$ <u>.00</u> | _____ |
| | | | |
| d.) | Permits, Advertising, Legal: | \$ <u>.00</u> | _____ |
| | | | |
| e.) | Contingencies:
(not to exceed 10% of total costs) | \$ <u>.00</u> | _____ |
| | | | |
| f.) | TOTAL ESTIMATED COSTS: | \$ <u>117,600.00</u> | |

1.2 PROJECT FINANCIAL RESOURCES:

(Round to Nearest Dollar and Percent)

	DOLLARS	%
a.) In-Kind Contributions (Please define)_____	\$_____ .00	
b.) Applicant Contributions (Local Funds)	\$ <u>48,216.00</u>	<u>41%</u>
c.) Other Public Revenues		
Nature Works	\$_____ .00	
Land Water Conservation Fund	\$_____ .00	
Ohio Environmental Protection Agency	\$_____ .00	
Ohio Water Development Authority	\$_____ .00	
Community Development Block Grant	\$_____ .00	
Ohio Department of Natural Resources	\$_____ .00	
OTHER _____	\$_____ .00	
d.) Private Contributions	\$_____ .00	_____
<i>SUBTOTAL LOCAL RESOURCES:</i>	\$ <u>48,216.00</u>	
e.) CLEAN OHIO CONSERVATION FUND:	\$ <u>69,384.00</u>	<u>59%</u>
Funds from another NRAC	\$_____ .00	_____
<i>SUBTOTAL CLEAN OHIO RESOURCES:</i>	\$ <u>69,384.00</u>	_____
f.) TOTAL FINANCIAL RESOURCES:	\$ <u>117,600.00</u>	<u>100%</u>

1.3 AVAILABILITY OF LOCAL FUNDS:

Please list any partnership with other sources. (i.e.; is this part of a larger project or plan):

The Cincinnati Park Board will manage the property after acquisition by HCPD.

2.0 PROJECT INFORMATION

If the project is multi-jurisdictional, information must be consolidated in this section.

X Please check here if additional documentation is attached.

2.1 BRIEF PROJECT DESCRIPTION - (Sections A through E):

A: SPECIFIC LOCATION: Please attach a map.

PROJECT COUNTY: Hamilton **PROJECT ZIP CODE:** 45223

B: PROJECT COMPONENTS: Please describe the various project components.

C: PROJECT EMPHASIS AS DEFINED BY SECTIONS 164.22 (A) (B) OF THE OHIO REVISED CODE AND LISTED IN APPENDIX A: Please describe.

D: DEFINE TERMS OF EASEMENTS:

PLEASE REFER TO SECTION 164.26 OF THE OHIO REVISED CODE.

E: INFORMATION REGARDING PUBLIC ACCESS

Where is the access located? Is it open to the general public or are there restrictions? What are the hours of availability? Will the general public be given the opportunity to participate in the planning of the project?

2.2 OWNERSHIP/MANAGEMENT/OPERATION: Please address.

2.0 Project Information

2.1 Brief Project Description

- A. Specific Location: The proposed project site is located in the City of Cincinnati in central Hamilton County directly north of Kirby Avenue and Felter Taglewood Preserve and south of the Fox Preserve. Both adjoining properties are owned and managed by the Cincinnati Park Board (CPB). There is a home located adjacent to the site at 5300 Kirby Road, Cincinnati, Ohio 45223, that is not part of this application. See attached map (Exhibit 1).
- B. Project components: The proposed Clean Ohio project involves the acquisition of approximately 14.5 acres of forested hillside. The Hamilton County Park District (HCPD) will transfer the deed for the 14.5 acres to the CPB, but retain the rights to a permanent conservation easement on the property. A 2000 square foot log cabin located on 1.3 acres is being sold separately and therefore will not be a part of this application.

A large valley with an intermittent stream traverses the middle of the property. The site contains a mature hardwood forest and is likely to have a variety of wild flowers, although at the time of this application, it is not possible to verify. The site has little infestation of Asian honeysuckle, a non-native invasive species. The acquisition of this site would protect and preserve the existing wildlife corridor between the Fox Preserve and Felter Taglewood Preserve.

- C. Project Emphasis: The proposed project preserves high quality, viable habitat for plant and animal species, increases habitat protection and preserves or restores other natural features that contribute to quality of life and state's natural heritage. The acquisition of this property also will connect the existing protected greenspace corridors, Fox Preserve to the north, and Felter Taglewood Preserve to the south of the property. It will also preserve stream side forest and the natural stream channel traversing the site.

The Hensley tract contains mature forest that provides good habitat for wildlife. The majority of the site has a slope equal to or greater than 20%. The site has the following highly erodible soils: Eden silty clay loam (EcE) and eden flaggy silty clay loam (EdF). See soil survey map (Exhibit 2). Preserving this area of land will maintain the environmental integrity of this green space and reduce soil erosion potential.

The proposed project site is adjacent to properties owned by the CPB. Acquisition of the property by the HCPD would protect another portion of the forested hillsides that define the character of this portion of the county and enhance property values in the area.

The proposed 14.5 Hensley property is a highly rated greenspace and is recommended for acquisition in the Cincinnati Parks Greenway Plan.

D. Define Terms of Easement: The HCPD will include the following language in the deed for the property: *Buyer agrees to perpetually keep this property in greenspace for the protection of hillside and forest areas included herein. Potential development of this property will be for providing appropriate access for outdoor recreation and will be limited to improvements that do not harm said areas and will be planned, implemented and managed following best management practices. Buyer agrees that the Deed Restrictions shall be perpetual and shall not be amended, released, extinguished or otherwise modified without the prior written approval of the Director of the Ohio Public Works Commission (OPWC), at the Directors sole and absolute discretion, who shall have full enforcement authority with respect to the Deed Restrictions. If any amendment, release, extinguishment or other modification of the Deed Restrictions should occur without the prior written approval of the Director, Buyer or its successors and assigns as owner of the Land or interest therein, shall pay to the OPWC upon demand from the Director an amount equal to the greater of: (a) 200 percent (200%) of the Funds disbursed by the OPWC for the Project, together with interest occurring thereon at a rate equal to 6 percent (6%) per annum from the date of disbursement; or (b) 200 percent (200%) of the fair market value of the Project.*

E. Information regarding public access: The Hensley property can be accessed daily and on weekends by Kirby Avenue by vehicle and the Felter Tanglewood Preserve or Fox Preserve by pedestrian access. Pedestrian and vehicular access to the site will be in accordance with the operational management plan prepared by the CPB and approved by the HCPD.

2.2 Ownership/Management/Operation: The HCPD will purchase the property and transfer the deed to the CPB. The HCPD will retain the rights to a conservation easement on the property. The CPB will manage and maintain the property in accordance with their Land Management Handbook. See Exhibit 5.

The CPB and the HCPD are currently collaborating on other recreational projects in the county. The HCPD has successfully completed approximately 100 land acquisitions projects in the last 11 years. The CPB currently owns and manages 34 natural areas totaling approximately 1,380 acres.

The CPB will manage the site for conservation of natural resource purposes with the possibility of limited passive recreation activities such as low impact nature trails, wildlife viewing and nature education programming.

2.3 Purchase Contract: The HCPD has signed an option agreement with the owner agreeing to sell the Hensley property to the HCPD for the agreed upon amount in this document.

3.0 PROJECT SCHEDULE:*

		BEGIN DATE	END DATE
3.1	Planning and Implementation:	<u> / / </u>	<u> / / </u>
3.2	Land Acquisition/Easements:	<u> 3/3/03 </u>	<u> 3/3/04 </u>
3.3	Site Improvements:	<u> / / </u>	<u> / / </u>

* Failure to meet project schedule may result in termination of agreement for approved projects. Modification of dates must be requested in writing by a project official of record and approved by the commission once the Project Agreement has been executed.

4.0 PROJECT OFFICIALS:

4.1	CHIEF EXECUTIVE OFFICER	Jack Sutton
	TITLE	Director
	STREET	10245 Winton Road
	CITY/ZIP	Cincinnati, OH 45231
	PHONE	(513) 521-7275
	FAX	(513) 521-2606
	E-MAIL	jsutton@greatparks.org
4.2	CHIEF FINANCIAL OFFICER	Don Rudler
	TITLE	Treasurer
	STREET	10245 Winton Road
	CITY/ZIP	Cincinnati, OH 45231
	PHONE	(513) 521-7275
	FAX	(513) 521-2606
	E-MAIL	drudler@greatparks.org
4.3	PROJECT MANAGER	Ross Hamre
	TITLE	Planning Director
	STREET	10245 Winton Road
	CITY/ZIP	Cincinnati, OH 45231
	PHONE	(513) 728-3551, ext. 256
	FAX	(513) 521-2896
	E-MAIL	rhamre@greatparks.org

Changes in Project Officials must be submitted in writing from the CEO or CFO.

5.0 ATTACHMENTS/COMPLETENESS REVIEW:

In order that your application may be processed in a timely fashion, please submit your application on 8 ½ by 11 white paper with dark ink so that it may be copied for others. It is understood that some items may not conform to this request such as large maps and photographs. Please feel free to include these items.

Confirm in the blocks [] below that each item listed is attached.


- ☒ [X] A certified copy of the authorization by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 6.0, Applicant Certification, below.
- ☒ [X] A certification signed by the applicant's chief financial officer stating all local share funds required for the project will be available on or before the dates listed in the Project Schedule section.
- ☒ [X] A formal detailed estimate of the project's costs provided by an architect, landscape architect, or other professional. For land acquisition, an appraisal by a State-certified general real estate appraiser, as defined under ORC 4763 for the type of land being appraised will need to be submitted to the NRAC prior to closing.
- ☒ [X] A cooperation agreement (if the project involves more than one entity) which identifies the fiscal and administrative responsibilities of each participant.
- ☒ [X] Resolution of Support (Please refer to section 164.23(B)(1) of the Ohio Revised Code for guidance.)
- ☒ [X] Identification of any participation by state agencies that will provide to this particular project and that will provide assistance with respect to the project.
- ☒ [X] Information concerning the coordination of the project among local political subdivisions, state agencies, federal agencies, community organizations, conservation organizations, and local business groups.
- ☒ [X] Supporting Documentation: Materials such as additional project description, photographs, and/or other information to assist your NRAC in ranking your project. Be sure to include supplements which may be required by your *local* NRAC.
- ☒ [X] Have you reviewed your NRAC's methodology to see that you have addressed all components?

6.0 APPLICANT CERTIFICATION:

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

Applicant certifies that the project, as defined in the application, has NOT resulted in any transfer of title or rights to land or begun any type of physical improvements prior to the execution of a Project Agreement with the Ohio Public Works Commission. Action to the contrary will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding.

JACK SUTTON, Director


Original Signature/Date Signed

2/28/03

ATTACHMENT A

PROJECT EMPHASIS

NOTE: IF THE PROJECT HAS MORE THAN ONE EMPHASIS, PLEASE PLACE A "1" IN THE CATEGORY THAT IS THE PRIMARY EMPHASIS, A "2" IN THE CATEGORY WITH SECONDARY EMPHASIS, AND A "3" IN THE CATEGORY WITH THIRD EMPHASIS.

OPEN SPACE

- ☐ 1. Protects habitat for rare, threatened and endangered species
- ☒ 2. Increases habitat protection
- ☐ 3. Reduces or eliminates nonnative, invasive species of plants or animals
- ☒ 4. Preserves high quality, viable habitat for plant and animal species
- ☐ 5. Restores and preserves aquatic biological communities
- ☐ 6. Preserves headwater streams
- ☐ 7. Preserves or restores flood plain and stream side forest functions
- ☐ 8. Preserves or restores water quality
- ☒ 9. Preserves or restores natural stream channels
- ☐ 10. Preserves or restores functioning flood plains
- ☐ 11. Preserves or restores wetlands
- ☒ 12. Preserves or restores stream side forests
- ☒ 13. Preserves or restores other natural features that contribute to quality of life and state's natural heritage

RIPARIAN CORRIDOR

- ☐ 14. Fee simple acquisition of lands to provide access to riparian corridors or watersheds
- ☐ 15. Acquisition of easements for protecting and enhancing riparian corridors or watersheds
- ☐ 16. Reforestation of land
- ☐ 17. Planting vegetation for filtration
- ☐ 18. Incorporates aesthetically pleasing and ecologically informed design
- ☐ 19. Enhances educational opportunities and provides physical links to schools and after school centers
- ☒ 20. Acquisition of connecting corridors
- ☒ 21. Supports comprehensive open space planning
- ☐ 22. Provides multiple recreational, economic and aesthetic preservation benefits
- ☐ 23. Allows proper management of areas where safe hunting and trapping may take place in a manner that will preserve balanced natural ecosystems.
- ☐ 24. Enhances economic development that relies on recreational and ecotourism in areas of relatively high unemployment and lower incomes

BOARD OF PARK COMMISSIONERS
HAMILTON COUNTY PARK DISTRICT

February 26, 2003

RESOLUTION NO. 2328

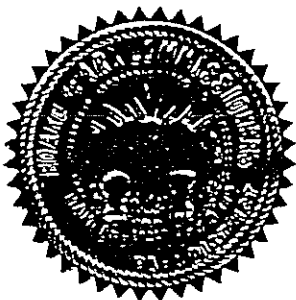
CLEAN OHIO CONSERVATION PROGRAM

WHEREAS, the Board of Park Commissioners of the Hamilton County Park District, desires financial assistance under the Clean Ohio Conservation Program Funds, administered by the Ohio Public Works Commission.

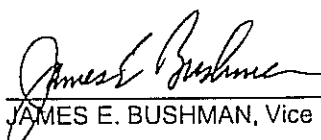
NOW, THEREFORE, BE IT RESOLVED, by the Board of Park Commissioners of the Hamilton County Park District, as follows:

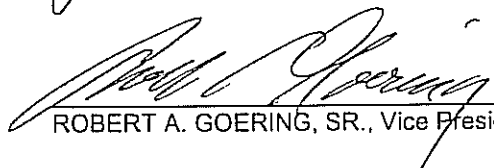
1. That the Board of Park Commissioners of the Hamilton County Park District hereby approves filing of applications for the Clean Ohio Conservation Program Funds.
2. That Jack Sutton, Director, is hereby authorized and directed to execute and file applications with the Ohio Public Works Commission, to enter into any agreements as may be appropriate and necessary for obtaining this financial assistance, and to provide all information and documentation required in said application for submission to the Ohio Public Works Commission.
3. THAT THE BOARD OF PARK COMMISSIONERS OF THE HAMILTON COUNTY PARK DISTRICT hereby does agree to obligate the funds required to satisfactorily complete the proposed projects and thus become eligible for Clean Ohio Conservation Program financial aid up to 75% of the total project costs.

BOARD OF PARK COMMISSIONERS
HAMILTON COUNTY PARK DISTRICT



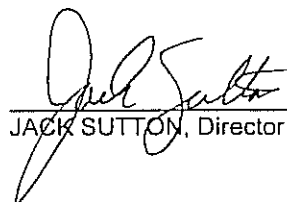

NANCY R. HAMANT, President


JAMES E. BUSHMAN, Vice President


ROBERT A. GOERING, SR., Vice President

ATTEST:

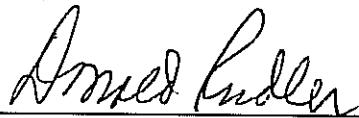
This 26th day of February, 2003


JACK SUTTON, Director

CHIEF FINANCIAL OFFICER'S CERTIFICATION OF LOCAL FUNDS

February 28, 2003

I, Donald Rudler, Treasurer of the Hamilton County Park District, hereby certify that Hamilton County Park District has the amount of \$48,216.00 in the Land Acquisition Fund and that this amount will be used to pay the applicant revenues for the Hensley Tract Acquisition.

A handwritten signature in cursive script, appearing to read "Donald Rudler", is written over a horizontal line.

Donald Rudler, Treasurer



Contract to Purchase

A product of the
CINCINNATI AREA BOARD OF REALTORS®, INC.
Approved by Board Legal Counsel
This is a legally binding contract. If not
understood, seek legal advice. For real
estate advice, consult a REALTOR®.



1. SIBCY CLINE (Selling REALTOR® Firm) FEBRUARY 20, 2003
2. PROPERTY DESCRIPTION: We ("Buyer") offer to purchase from Seller ("Seller") the following described property known as
5300 KIRBY ROAD (22849) ("Real Estate"), County of
HAMILTON State of OHIO Zip code 45223
through SIBCY CLINE (Listing REALTOR® Firm).

3. PRICE AND TERMS: Buyer hereby agrees to pay \$ SEE ATTACHED ADDENDUM #1
("Purchase Price") for the Real Estate, payable as follows:

4. EARNEST MONEY: \$ 25,000 ~~XX~~ CLINE ("Earnest Money") shall be deposited by SIBCY
upon written acceptance of this contract ("Contract"), in a trust account pending
Closing, or returned to the Buyer if this offer is not accepted in writing. The Earnest Money shall be disbursed as follows: (i) if the transaction is closed, the
Earnest Money shall be applied to Purchase Price or as directed by Buyer (ii) if either party fails or refuses to perform, or if any contingency is not satisfied or
waived, the REALTOR® holding the Earnest Money shall retain the Earnest Money until (i) Buyer and Seller have delivered joint written instructions to
REALTOR®; (ii) disposition has been ordered by a final court order; or (iii) the REALTOR® deposits the Earnest Money with the court pursuant to applicable
court rules or by the rules of any arbitration procedure. Both Buyer and Seller acknowledge and agree that the REALTORS® will not make a determination
as to which party is entitled to the Earnest Money. This clause is subject to any remedy available to REALTOR® by law.

5. BALANCE: The balance of the Purchase Price shall be paid by certified, cashier's, official bank, attorney or title company trust account check on date of Closing.

6. FINANCING CONTINGENCY:

☒ NONE

☐ CONVENTIONAL LOAN: The Buyer's obligation to close this transaction is contingent upon Buyer applying for and obtaining: (a) ☐ fixed
☐ adjustable or ☐ other first mortgage loan on the Real Estate, (b) in an amount not to exceed _____% of the purchase price,
(c) at an interest rate ☐ at prevailing rates and terms ☐ not to exceed _____%, (d) for a term of not less than _____
years or at a higher rate or shorter term agreeable to Buyer.

☐ FHAVA: The Buyer's obligation to close this transaction is contingent upon Buyer applying for and obtaining (a) ☐ FHA, [(1) ☐ fixed or
(2) ☐ adjustable] (including FHA closing costs) or ☐ VA (including VA funding fee) first mortgage loan in the maximum allowable amount (b) at an
interest rate ☐ at prevailing rates and terms ☐ not to exceed _____%, (c) for a term of not less than _____ years or at a higher rate or
shorter term agreeable to Buyer. Seller agrees to pay discount points and/or Buyer Closing costs not to exceed _____.

☐ Buyer has been provided the FHA For Your Protection: Get a Home Inspection disclosure and has signed same. When the Buyer is financing
through FHA or VA, the Seller may be required to pay for certain fees. Check with your lending institution. Whole house inspection fees may be paid
by the VA Buyer, but must be paid outside of the Closing. On FHAVA contracts, the appraiser is not deemed to be a whole house inspector.

☐ OTHER FINANCING: _____

Buyer shall apply for financing within 15 calendar days after written acceptance of this Contract and will make a diligent effort to obtain financing.
If Buyer or Buyer's lender does not notify Listing REALTOR® or Seller, in writing, that a loan commitment has been obtained, or waived by
_____, then Seller may, by written notice to selling REALTOR® or Buyer, terminate this Contract. BUYER IS
RELYING ON BUYER'S OWN UNDERSTANDING OF FINANCING TO BE OBTAINED AS WELL AS THE LEGAL AND TAX CONSEQUENCES THEREOF, IF ANY.

7. INCLUSIONS/EXCLUSIONS OF SALE: The Real Estate shall include the land, together with all improvements thereon, all appurtenant rights,
privileges, easements, fixtures and all of the following items if they are now located on the Real Estate and used in connection therewith: electrical;
plumbing; heating and air conditioning equipment, including window units; bathroom fixtures; shades; blinds; awnings; curtain/drapery/traverse rods;
window/door screens, storm windows/doors; shrubbery/landscaping; affixed mirrors/floor covering; wall-to-wall, inlaid and stair carpeting (attached or
otherwise); fireplace inserts; fireplace screens/glass doors; wood stove; gas logs and starters; television aerials/rotor operating boxes/satellite dishes; water
softeners; water purifiers; garage door openers/operating devices; built-in ranges/ovens/refrigerators/dishwashers/garbage disposers/trash
compactors/humidifiers; all security alarm systems and controls; all affixed/built-in furniture/fixtures; utility/storage buildings or sheds; inground/above ground
swimming pools and equipment; swing sets/play sets; permanently affixed basketball backboard/pole; propane tank/oil tank and contents thereof; invisible
fence transmitters and collar receivers; and parking space(s) number(s) _____ and storage unit number _____ (where applicable); except
the following: which are leased in whole or in part (please check appropriate boxes); ☐ water softener; ☐ security/alarm system; ☒ propane tank;
☐ satellite dish. THE FOLLOWING ITEMS ARE SPECIFICALLY EXCLUDED FROM THE REAL ESTATE: None

Buyer's Initials SH Date 2/27/03

Seller's Initials JS Date 2/27/03

8. **PERSONAL PROPERTY:** Also included are the following items of personal property: STOVE NEWER REFRIGERATOR

Seller certifies that Seller owns all of the above personal property included in the sale and that they will be free and clear of any debt, lien or encumbrances at Closing except NONE. Seller further certifies that all of the above personal property included in the sale are and will be operational on the date of possession, except: NONE

9. **SELLER'S CERTIFICATION:** Seller certifies to Buyer that to the best of Seller's knowledge: (a) the Real Estate is zoned RESIDENTIAL, (b) ☒ is ☒ is not located in an Environmental Quality District, (c) ☒ is ☒ is not located in a Historic District, (d) ☒ is ☒ is not subject to a homeowner association charter established by recorded declaration with mandatory membership, (e) ☒ is ☒ is not subject to a homeowner association assessment, (f) ☒ is ☒ is not subject to a maintenance agreement, (g) ☒ is ☒ is not located in a flood plain, and, (h) no City, County, or State orders have been served upon Seller requiring work to be done or improvements performed except NONE KNOWN. Seller further certifies that, to the best of Seller's knowledge, there are no encroachments, shared driveways, party walls, except: NONE

10. **Sex Offender Registration and Notification Laws:** In Ohio and Kentucky, sex offenders are required to notify sheriff's offices when they move into the area. Information regarding said notification may be obtained by contacting the local sheriff's office in Ohio or Kentucky. Buyers are relying on their own inquiry with the local sheriff's office as to registered sex offenders in the area and are not relying on the Seller or any REALTOR® involved in the transaction.

- ☐ Buyer(s) elect to research the presence of sex offenders residing in the area. Buyer(s) shall have _____ calendar days following written Contract acceptance to research said information. If Buyer(s) discover the existence of a registered sex offender living in the area, Buyer(s) shall notify the listing firm in writing and the Buyer(s) shall retain the option to void the contract. If written notification is not provided within the research period, then Buyer(s) shall be deemed to be satisfied and the contingency will be considered waived.

☒ Buyer(s) waive the right to a research period of the presence of sex offenders residing in the area.

11. **HOMEOWNER ASSOCIATION/CONDOMINIUM DECLARATIONS, BYLAWS AND ARTICLES:** If the Real Estate is subject to a Homeowner Association Declaration or is a Condominium, Seller will provide Buyer with a current copy of the Association Declaration, the Bylaws and the Articles of Incorporation and other pertinent documents as requested on or before _____. Buyer shall have the right to disapprove of the Documents by delivering written notice of his disapproval on or before _____ ("Disapproval Date"). If written notice of disapproval is delivered by the Disapproval Date then this contract shall become null and void. Unless written notice is delivered by the Disapproval Date, Buyer shall be deemed to have approved the Documents and further agrees to accept title subject to the terms and conditions of same. Seller agrees, as a condition to Closing, to secure written approval for this sale if required by the Documents.

12. **PROPERTY DISCLOSURE FORM:** Buyer ☒ has ☐ has not received the state-mandated property disclosure form.

13. **MAINTENANCE:** Until physical possession is delivered to the Buyer, Seller shall continue to maintain the Real Estate, as described in Section 7, including the grounds and improvements thereon, in good condition. Seller shall repair or replace any appliances and/or equipment currently in normal operating condition that fail prior to possession. Seller further agrees that until physical possession is delivered to the Buyer, the Real Estate will be in as good condition as it is presently except for normal wear and casualty damage from perils insurable under a standard all risk policy. If, prior to Closing, the Real Estate is damaged or destroyed by fire or other casualty and the Real Estate is not repaired or restored by and at Seller's cost as it was prior to the damage or destruction, then Buyer has the option to terminate this Contract by written notice to Seller. While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the written consent of the Buyer. Buyer and Seller agree that Buyer shall be provided the opportunity to conduct a walk-through inspection of the Real Estate within 48 hours prior to closing, solely for the purpose of ascertaining that the Real Estate is in substantially the same condition as it was at the time the Contract was executed, subject to reasonable wear and tear. Upon Closing, Buyer shall become responsible for any risk of loss and for insurance for the Real Estate.

14. **REAL ESTATE INSPECTION CONTINGENCY:** For purposes of this clause, time is of the essence. The Buyer has the option to have the Real Estate inspected at Buyer's expense. If the Buyer obtains an inspection of the Real Estate, on or before 2/27/03 calendar days ("Inspection Period") following written Contract acceptance and if the inspection reveals a material defect(s) and Buyer wants to request corrections, Buyer shall deliver written notification of the material defect(s) along with the relevant portion(s) of the inspection report(s) and the corrections desired to JOHN D. [illegible] (Listing Firm) within the Inspection Period. Upon delivery of the notice, Buyer and Seller shall have 10 calendar days ("Settlement Period") to negotiate to reach a written agreement in settlement of the condition of the Real Estate. If settlement is not reached within the Settlement Period, then this Contract shall be null and void. For purposes of this paragraph, "material defects" do not include minor, routine maintenance items.

If Buyer is satisfied with the results of the inspection(s), then Buyer is to deliver written notification to JOHN D. [illegible] (Listing Firm) within the Inspection Period stating Buyer's satisfaction with the report(s) and waiver of the inspection contingency.

IF BUYER DOES NOT DELIVER WRITTEN NOTIFICATION OF MATERIAL DEFECTS AND CORRECTIONS DESIRED, THEN BUYER SHALL BE DEEMED TO BE SATISFIED WITH THE INSPECTION REPORT AND THE CONTINGENCY SHALL BE CONSIDERED WAIVED. IF BUYER DOES NOT COMPLETE THE REAL ESTATE INSPECTION DURING THE INSPECTION PERIOD, BUYER'S RIGHT TO INSPECT SHALL BE DEEMED WAIVED. IT IS NOT THE INTENT OF THIS PROVISION TO PERMIT THE BUYER TO TERMINATE THIS AGREEMENT FOR COSMETIC OR NON-MATERIAL CONDITIONS.

Buyer's Initials JD Date 2/27/03

Seller's Initials SH Date 2/27/03

A. ☒ BUYER SELECTS A WHOLE HOUSE INSPECTION to determine the material physical condition of the house, land, improvements, fixtures, equipment, any additional structures, and any hazardous conditions on the Real Estate including any further inspections deemed necessary by the whole house inspector. (The whole house inspection may or may not include the inspections listed below.)

B. ☐ BUYER WAIVES A WHOLE HOUSE INSPECTION but chooses only the specific inspections as indicated below:

☐ Air Conditioning
☐ Heating
☐ Electrical

☐ Structural
☐ Radon
☐ Asbestos

☐ Roofing
☐ Plumbing
☐ Well / Septic System

☐ Water Quality / Quantity
☐ Mold
☐ Other: _____

C. ☐ BUYER WAIVES THE REAL ESTATE INSPECTIONS: listed in A and B above.

15. **LEAD-BASED PAINT INSPECTION:** Buyer has ☒ has not ☐ received the Seller's disclosure of any lead-based paint or lead-based paint hazards known to Seller on the Real Estate. Buyer has ☐ has not ☐ received the pamphlet "Protect Your Family From Lead in Your Home." Every Buyer of any interest in residential real property on which a residential dwelling unit was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. If the dwelling unit was built prior to 1978, Buyer has the right to inspect for lead, at Buyer's cost, for ten (10) days following Contract acceptance.

A. ☐ BUYER SELECTS THE LEAD-BASED PAINT INSPECTION pursuant to the attached Lead-Based Paint Inspection Addendum.

B. ☒ BUYER WAIVES THE LEAD-BASED PAINT INSPECTION.

16. **TERMITE AND WOOD-BORING INSECT INSPECTION:**

A. ☒ BUYER SELECTS A TERMITE AND WOOD-BORING INSECT INSPECTION: Buyer selects a Termite and Wood-Boring Insect Inspection, at Buyer's expense, to be performed within MARCH 28, 2003 calendar days from written acceptance of this Contract and shall be to Buyer's satisfaction. If the report is unsatisfactory to the Buyer, then Buyer and Seller have TEN (10) calendar days to reach written settlement to correct the deficiencies or this Contract shall be null and void.

B. ☐ BUYER WAIVES A TERMITE AND WOOD-BORING INSECT INSPECTION.

17. **BUYER'S INSPECTIONS:** Inspections regarding the physical material condition and use of the Real Estate shall be the responsibility of the Buyer. BUYER IS RELYING SOLELY UPON BUYER'S EXAMINATION OF THE REAL ESTATE, THE SELLER'S CERTIFICATION HEREIN, AND INSPECTIONS HEREIN REQUESTED BY THE BUYER OR OTHERWISE REQUIRED, IF ANY, FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE REALTORS® INVOLVED WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.

18. **OTHER CONTINGENCIES/AGREEMENTS:** ☐ See attached Addenda, which are incorporated into this Contract.

INCLUDE MAP OF PROPOSED 1.35 ACRE FOR
SALE OF HOUSE AND PARCEL.
SEE ADDENDUM #2

19. **HOME WARRANTY PROGRAM:** Buyer has been informed that home warranty programs may be available to provide potential additional benefits to Buyer. Buyer ☐ selects ☒ does not select a home warranty to be provided by a company to be chosen by _____ and paid for by _____ at an amount not to exceed _____.

20. **CONVEYANCE AND CLOSING:** Both Buyer and Seller agree to execute all documents required by the closing/escrow agent. Seller shall be responsible for transfer taxes, conveyance fees, deed preparation, the cost of removing or discharging any defect, lien or encumbrance required for conveyance of the Real Estate as required by this Contract; and shall convey marketable title to the Real Estate by deed of general warranty or fiduciary deed, if applicable, in fee simple absolute, with release of dower, on AUGUST 20, 2003, or earlier as mutually agreed by the parties. Title shall be free, clear and unencumbered as of Closing, (1) except covenants, conditions, restrictions and easements of record which do not adversely affect the use of the real estate, (2) except NONE and (3) except the following assessments (certified or otherwise): NONE. Seller shall have the right at Closing to pay out of the Purchase Price any and all encumbrances or liens.

21. **TITLE INSURANCE:** Title insurance is designed to protect the policyholder of such title insurance for covered losses caused by defects in title (ownership) to the Real Estate that are in existence on the date the policy of title insurance is issued. Title insurance is different from casualty or liability insurance. Buyer is encouraged to inquire about the benefits of title insurance from a title insurance agency or provider. An owner's policy of title insurance, while not required, is recommended. A lender's policy of title insurance, if required by the mortgage lender, does not provide protection to the Buyer. Buyer acknowledges that it is Buyer's sole responsibility to make inquiries with regard to owner's title insurance prior to closing. Buyer's Initials _____

22. **PRORATIONS:** There shall be prorated between Seller and Buyer as of Closing: (a) real estate taxes and installments of assessments as shown on the most recent official tax duplicate available as of the date of Closing, (b) homeowner/condominium association assessments and other charges imposed by the association under the terms of the Association/ Condominium Documents if applicable, and/or, (c) rents and operating expenses if the Real Estate is rented to tenants. Security and/or damage deposits held by Seller shall be transferred to Buyer at Closing without proration. Seller and Buyer acknowledge that actual bills received by Buyer after Closing for real estate taxes and assessments may differ from the amounts prorated at Closing; however, all closing prorations shall be final. Buyer shall assume responsibility for above items upon Closing.

Buyer's Initials JAS Date 2/22/03

Seller's Initials JH Date 2/27/03

23. **POSSESSION AND OCCUPANCY:** Subject to rights of tenants, possession/occupancy shall be given ☒ at closing ☐ on or before ~~11~~ o'clock (A.M.) (P.M.) (Noon) on _____, or such earlier date that the Seller so notifies the Buyer. Until such time, Seller shall have the right of possession/occupancy free of rent, unless otherwise specified, but shall pay all utilities used. Seller shall order final meter readings to be made as of the occupancy date for all utilities serving the property and Seller shall pay for all final bills rendered from such meter readings. Seller acknowledges and agrees that prior to Buyer taking possession of the Real Estate, Seller shall remove all personal possessions not included in this Contract and shall remove all debris.

24. **AGENCY DISCLOSURES:** Buyer and seller acknowledge having reviewed the attached state-mandated agency disclosure statement(s). Buyer and Seller further acknowledge having reviewed and signed the attached state-mandated dual agency disclosure form (only if applicable in this transaction). If the Real Estate is located in Ohio, Buyer further acknowledges receipt of the minimum criteria of their REALTOR'S® brokerage policy describing, but not limited to, agency, dual agency, compensation and cooperation.

25. **AUTHORIZATION TO M.L.S.:** Seller and Buyer authorize REALTOR® to disclose this sales information to any Multiple Listing Service to which REALTOR® is a member and the disclosure by M.L.S. to other M.L.S. participants, affiliates, governmental agencies or other sources authorized to receive M.L.S. information.

26. **SOLE CONTRACT:** The parties agree that this Contract constitutes their entire agreement and no oral or implied agreement exists. Any amendments and/or extensions to this Contract shall be in writing, signed by all parties and copies shall be included with all copies of the original Contract. This Contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns. Faxes are an acceptable method of communication in this transaction and shall be binding upon the parties.

27. **INDEMNITY:** Seller and Buyer recognize that the REALTORS® involved in the sale are relying on all information provided herein or supplied by Seller or Seller's sources and Buyer and Buyer's sources in connection with the Real Estate, and agree to indemnify and hold harmless the REALTORS®, their agents and employees from any claims, demands, damages, lawsuits, liabilities, costs and expenses (including reasonable attorney's fees) arising out of any misrepresentation or concealment of facts by Seller or Seller's sources and/or Buyer and Buyer's sources.

28. **ACKNOWLEDGMENT:** Buyer and Seller acknowledge that any questions regarding legal liability with regard to any provision in this contract, accompanying disclosure forms and addendums or with regard to Buyer's/Seller's obligations as set forth in a fully executed contract to purchase the Real Estate must be directed to Buyer's/Seller's attorney.

29. **EXPIRATION AND APPROVAL:** This offer is void if not accepted in writing on or before AUGUST 27 2003 o'clock (A.M.) (P.M.) (Noon) CINCINNATI TIME 4:30 P.M.. The Buyer has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy. Buyer certifies that the signatory(ies) below has/have full authority to enter into this agreement and that no additional signatories, spouse or otherwise, are necessary in order to purchase the property.

HAMILTON COUNTY
PARK DISTRICT
(Print Buyer's Name[s] Above)

BUYER JACK SUTTON BUYER _____
DIRECTOR
DATE _____ DATE _____

TIME _____ TIME _____

BUYER'S ADDRESS 10245 WINTON RD 45231

DEBRAH CONNELLY
(Selling Agent)

30. **ACTION BY SELLER:** The undersigned Seller has read and fully understands the foregoing offer. Seller certifies that the signatory(ies) below has/have full authority to enter into this agreement and that no additional signatories, spouse or otherwise, are necessary in order to convey the property. Seller hereby: ☒ accepts said offer and agrees to convey the Real Estate according to the above terms and conditions, ☐ rejects said offer, or ☐ counteroffers according to the above modifications initialed and dated by Seller, which counteroffer shall become null and void if not accepted in writing on or before _____ o'clock (A.M.) (P.M.) (Noon) CINCINNATI TIME _____.

SELLER JoAnn Hensley SELLER _____

DATE 2/27/03 DATE _____

TIME 5:50 P.M. TIME _____

JoAnn Hensley
(Print Seller's Name[s] Above)

Debrah Connelly
(Listing Agent)

[ALL OWNERS AND SPOUSES OF OWNERS MUST SIGN.]

RECEIPT BY SELLING REALTOR®: DATE _____ I hereby acknowledge receipt of \$ _____

☐ check # _____ made payable to the REALTOR® Firm _____;

☐ other _____ in accordance with terms herein provided.

SELLING REALTOR® Firm _____ Firm # _____ By _____ Agent # _____
SELLING REALTOR®

SELLING REALTOR® phone / fax / other contact information _____

LISTING REALTOR® Firm _____ Firm # _____ By _____ Agent # _____
LISTING REALTOR®

LISTING REALTOR® phone / fax / other contact information _____

FINAL ACCEPTANCE DATE OF CONTRACT IS _____ (to be completed by last signing party)

FEBRUARY 20, 2003
ADDENDUM # 1
RE: 5300 KIRBY ROAD

Untitled
#3 SELLER grants BUYER a six-month option to purchase some or all of the Real Estate and Buyer agrees to pay either:

\$254,542.50 for the entire property based upon buyer's appraisal (building at \$152,100 on a 1.35 acre site) and the land at \$7,500 per acre (13.659 acres resulting in a figure of \$102,442.50 for the land with the final acreage to be determined based upon a buyer supplied survey).

OR

\$102,442.50 for the 13.659 acres of land (with the final acreage to be determined based upon a buyer supplied survey) with another third party co-purchaser of the house that may be found by the listing agent, (Deborah Connelly Office: 513-793-2700 Voice Mail: 513-708-3836 Mobile: 513-708-3836 Email: dconnelly@sibcycline.com or another real estate agent as a result of a continued listing on the Multiple Listing Service) during the six months of this option contract, in which case Seller will benefit from any building purchase amount greater than the appraised building value of \$152,100.

BUYER will have sole discretion over which of the above two purchase alternative is exercised, but in the event that neither is chosen, the Earnest Money will be forfeited to the SELLER

IF NO CO-PURCHASER IS FOUND DURING THE SIX MONTH PERIOD OF TIME, BUYER WILL PURCHASE THE HOUSE AT THE APPRAISED BUILDING VALUE OF \$152,100.

John Hensley
2/27/03



REALTOR®

ADDENDUM TO SALES AGREEMENT



EQUAL HOUSING
OPPORTUNITY

SIBCY CLINE, INC., MEMBER OF:
Cincinnati Board of Realtors
Clermont County Board of Realtors
Dayton Board of Realtors
Hamilton-Fairfield Board of Realtors



SIBCY CLINE, INC. OF KENTUCKY,
MEMBER OF:
Campbell County Board of Realtors
Kenton-Boone Board of Realtors

Office MONTGOMERY
Office Address 9979 MONTGOMERY ROAD
In reference to Agreement of Sale between HAMILTON COUNTY PARK DISTRICT
the Purchaser, and JO AN HENSLEY
the Seller, dated FEBRUARY 20, 2003, covering the real property commonly known as
5300 KIRBY ROAD
CINT OHIO 45223

the undersigned Purchaser and Seller hereby agree to the following:

- 1) ITEM 27 SIBCY CLINE REALTORS CONTRACT
AMEND TO BUYER CANNOT IDENTIFY
REALTOR BUT WILL BE LIABLE TO THE
FULL EXTENT OF THE LAW FOR ANY
CLAIMS.
- 2) EXCLUSIVE RIGHT TO SELL PROPERTY
LISTING REMAINS WITH DEBORAH CONNELLY,
REALTOR, AND SIBCY CLINE REALTORS
TO AUGUST 23, 2003 OR UNTIL THIS
CONTRACT IS FULLY EXECUTED.

SIBCY CLINE, INC., REALTORS®

The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned Agreement of Sale.

DATED _____ DATED 2/27/03
Purchaser Jo Ann Hensley Seller
Purchaser _____ Seller
Witness _____ Agent _____ Witness _____



Appraisal Company of America

5472 GLENWAY AVENUE CINCINNATI, OHIO 45238

Phone: 513-922-2600 Fax: 513-922-8311

February 26, 2003

Mr. Rick Johnson
Planning Director
HAMILTON COUNTY PARK DISTRICT
10245 Winton Road
Cincinnati, OH 45231

**RE: 5300 Kirby Avenue
Cincinnati, OH 45223
1.35 +/- Acres (improved)
14.06 +/- Acres (unimproved)
Plat Book 228, Page 4, Parcel 9**

Dear Mr. Johnson:

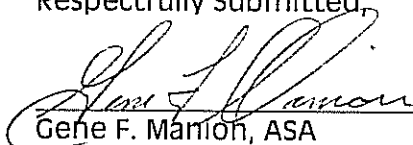
In accordance with your request, I have inspected and appraised the above referenced property for the purposes of estimating market value. The interest appraised is fee simple.

Attached to this letter you will find a report which states the purpose, identifies the property rights analyzed, defines value, identifies the property, and includes the facts, data, reasoning, certifications, and assumptions and limiting conditions underlying my estimates. This appraisal is an estimate of value for a part of the total property. Taking into account all the pertinent facts that affect value, the Market Value estimate of the subject property, as of January 30, 2003, is as follows:

Residence and 1.35 +/- Acres	=	\$ 150,000.00
14.06 Acres Unimproved	=	105,000.00
Total Value Estimate	=	\$ 255,000.00

\$ 255,000.00

Respectfully Submitted,


Gene F. Marion, ASA

CERTIFICATION

(Cont.)

One (or more) of the signatories of this appraisal report is a member of the Appraisal Institute and/or the American Society of Appraisers. These societies require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this appraisal report was prepared; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this report. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media, or other media for public communication without the prior written consent of the signatories of this appraisal report.

The American Society of Appraisers require programs of continuing education and recertification for their designated members. Appraisers who meet the minimum standards of these programs are considered by the respective organizations to be currently certified.

Gene F. Manion ASA is in conformance with said requirements and, as of the date of this appraisal assignment is a member in good standing.

Also:

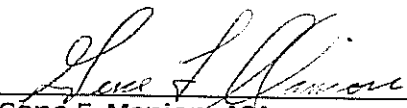
Gene F. Manion is certified as a General Real Estate Appraiser by the State of Ohio - Certificate No. 383256.

That, by reason of my investigation and by virtue of my experience as an appraiser, I have formed the opinion that the pertinent values associated with this project can be stated as follows:

MARKET VALUE - FEE SIMPLE ESTATE

Residence & 1.35 +/- Acres	=	\$ 150,000.00
14.06 +/- Acres Unimproved	=	\$ <u>105,000.00</u>
Total Value Estimate	=	\$ 255,000.00

\$ 255,000.00

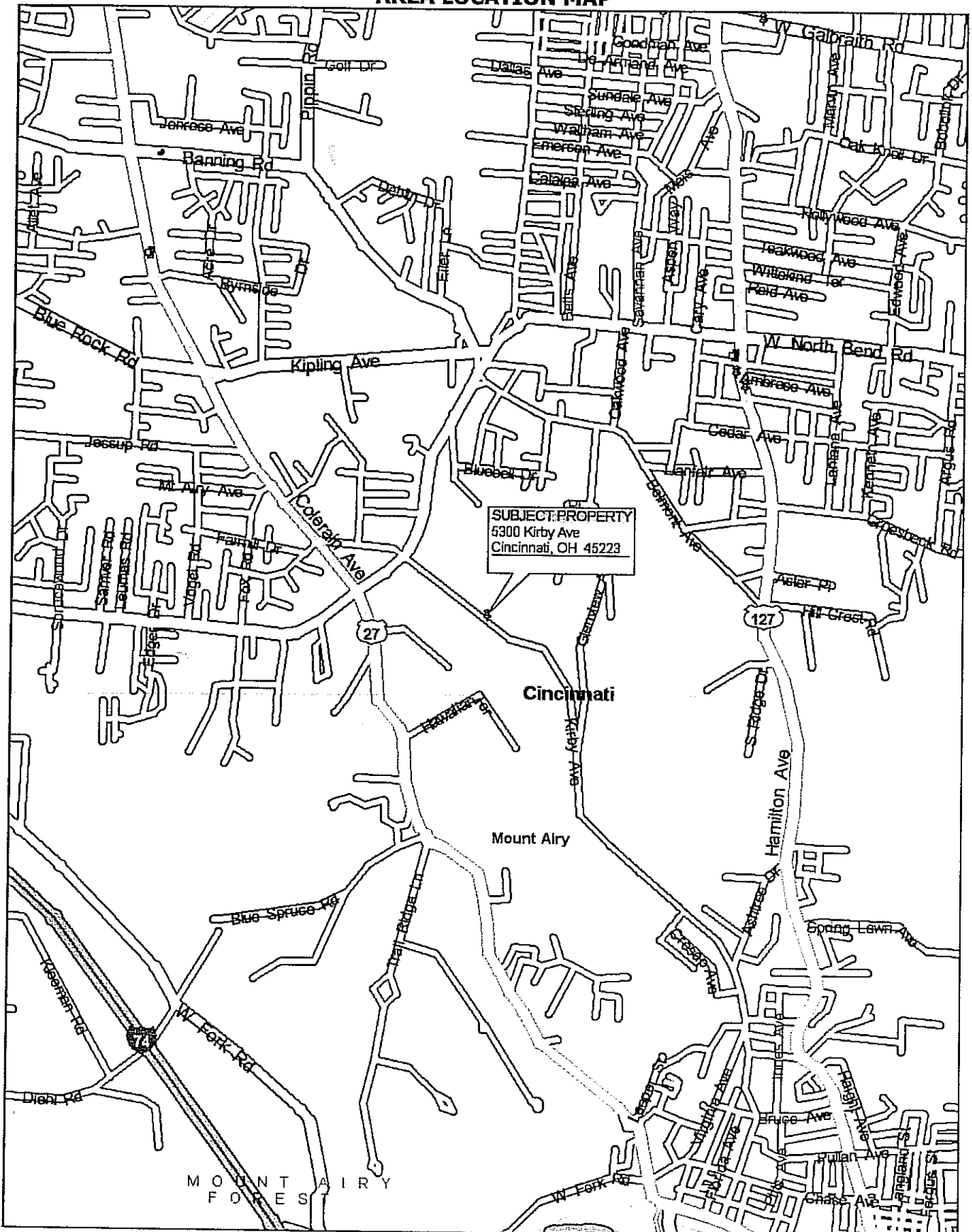

Gene F. Manion, ASA
Appraiser

CONTINGENT AND LIMITING CONDITIONS

9. On all appraisals, subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner.

ENVIRONMENTAL DISCLAIMER: The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The Appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions, which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental conditions on or around the property that would negatively affect its value.

AREA LOCATION MAP



DESCRIPTION OF SUBJECT GREATER SITE

The subject site fronts 624 +/- feet on the north right of way for Kirby Avenue, thence runs approximately 1,036 feet in a general north direction to the north boundary which measures 633 +/- feet.

The legal boundaries of the subject confine an area of 671,390 +/- square feet (15.413 +/- acres).

The site is heavily wooded with exception to the primary building site, which has been cleared.

Topography

The topography is highly irregular with grade variations of approximately 75 +/- feet. The topography slopes upward from Kirby Avenue in a general north direction approximately 75 feet to a plateau, then level for approximately 150 feet, at which point the grade slopes sharply downward to the rear lot boundary.

Site Configuration

As shown on the enclosed plat, the configuration of the subject site is rectangular.

Streetscape

Kirby Avenue is a secondary north/south arterial roadway with a 60-foot right of way. The road surfaces are macadam paved. There are no curbs or sidewalks along the subject frontage.

Utilities

City water and electric service is available to the site.

DESCRIPTION OF ACREAGE UNDER APPRAISEMENT

A description of the greater subject parcel has been previously provided.

The 14.065 acres, which are the subject of this valuation, are the hillside woodlands surrounding the primary (plateau) building site allocated at 1.35 +/- acres.

LAND VALUATION

The valuation of the land has been based on the Sales Comparison Approach. In the Sales Comparison method, the data regarding the sales of properties was gathered in the area, or similar market areas, of the subject property. The sales were analyzed in an effort to establish similarities between the property being appraised, value trends and characteristics as indicated by transactions in the open market.

This is basically a comparative technique. Reliable information concerning the area, market conditions and other pertinent data was obtained from creditable sources such as real estate brokers, developers, investors and lenders in the area. Factors analyzed were date of sale, size, location, accessibility, frontage utilities, zoning and highest and best use. These influences were given consideration in comparing each of the market sales to the subject property.

The following sales are considered to have utility similar to the subject site. It is this appraiser's opinion that these sales, as adjusted for dissimilarities, offer a good indication of value for the subject land value estimate. The unit of comparison shall be the **SALE PRICE PER ACRE.**

ANALYSIS AND CORRELATION

COMPARABLE UNIMPROVED LAND SALE NO. 3

The subject lands are very similar to this comparable, with exception to the severity of topography restraints, however, the appraiser concludes that the subject's far superior road frontage is an offsetting influence.

SALE PRICE PER ACRE = \$7,095.00

OVERALL RATING TO THE SUBJECT

COMPARABLE

RECAPITULATION OF THE SALES COMPARISON APPROACH

Comparable Sale No.	Sale Price Per Acre	Overall Rating To the Subject Value
1	\$ 10,983.00	Superior
2	\$ 10,242.00	Superior
3	\$ 7,095.00	Comparable

APPRAISER'S QUALIFICATIONS

GENE F. MANION

Certified General Real Estate Appraiser,
State of Ohio, Certificate No. 383256
Ohio Department of Transportation
Pre-Qualified Code No. 081120

EDUCATION:

1958	University of Cincinnati B.B.A. Degree
1955-56	University of Cincinnati - Real Estate Appraising
1965	Michigan State University, Graduate School of Business Administration Income Property Appraising & Financing 1
1969	Michigan State University, Graduate School of Business Administration 1. Income Property Appraising & Financing 2
1992	Appraisal Institute - Course 2-1 Case Studies in R.E. Valuation
1992	American Assoc. of Certified Appraisers - Uniform Standards of Professional Practice
1994	Understanding Limited Appraisals & Appraisal Reporting Options
1995	Appraisal Institute Rates, Ratios & Reasonableness
1996	Real Estate Rehabilitation - Hondros College
1996	U.S.P.A.P. Update - Kentucky Appraiser's Board
1997	U.S.P.A.P. Update - Kentucky Appraiser's Board
1998	Small Hotel/Motel Valuation - Appraisal Institute
1998	U.S.P.A.P. - Five Year Reaccreditation - Hondros College
1998	Dynamics of Office Building Valuation
1998	Ameristate Seminar
1999	New Construction I
2000	Principles of Real Estate Investing
2000	U.S.P.A.P. Update & Issues Impacting the Appraisal Profession
2001	U.S.P.A.P. Update, Views, Laws & Regulations
2002	U.S.P.A.P. KREAB - USPAP Update and Appraisers Issues

OCCUPATION:

Contract Appraiser	-	Appraisal Company of America 5472 Glenway Avenue Cincinnati, Ohio 45238
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EXPERIENCE:

1961-63	Staff Appraiser, Department of Urban Renewal, Cincinnati, Ohio
1964-69	Staff, Commercial Real Estate Appraiser Jay F. Zook Co., Mortgage Bankers, Cincinnati, Ohio
1969-71	Staff, Commercial Real Estate Appraiser Kentucky Mortgage Co., Cincinnati, Ohio
1971-78	Staff, Commercial Real Estate Appraiser Mellon Nat'l. Mortgage Company of Ohio, Cincinnati, Ohio
1978 to Present	Self-employed D.B.A. Gene F. Manion, Real Property Appraiser

APPRAISER DISCLOSURE STATEMENT

In compliance with Ohio Revised Code Section 4763.12 (C)

1. Name of Appraiser: GENE F. MANION

2. Class of Certification/Licensure:

☒ Certified General
☐ Certified Residential
☐ Licensed Residential
☐ Temporary ☐ General ☐ Licensed

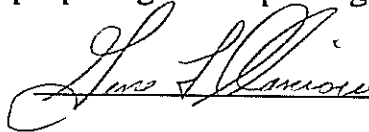
Certification/Licensure Number: 383256

3. Scope: This report ☒ is within the scope of my Certification/License

☐ is not within the scope of my Certification/License

4. Service provided by: ☒ disinterested & unbiased third party
☐ interested & biased third party
☐ interested third party on contingent fee basis

5. Signature of person preparing and reporting the appraisal



THIS FORM MUST BE INCLUDED IN CONJUNCTION WITH ALL APPRAISAL
ASSIGNMENTS OR SPECIALIZED SERVICES PERFORMED BY A STATE-
CERTIFIED OR STATE-LICENSED REAL ESTATE APPRAISER.

State of Ohio
Department of Commerce
Division of Real Estate
Appraiser Section
Cleveland OH
(216) 787-3100



January 23, 2003

BOARD OF PARK
COMMISSIONERS

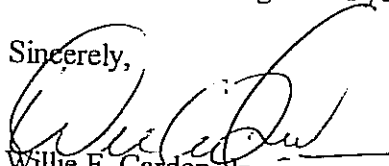
Mr. Jack Sutton, Director
Hamilton County Park District
10245 Winton Road
Cincinnati, Ohio 45231

Dear Mr. Sutton:

This letter is sent to confirm that the Cincinnati Park Board has agreed to partner with the Hamilton County Park District in applying for funding through the Clean Ohio Conservation program to acquire the Hensley Property, adjacent to our Fox Preserve in College Hill. The acquisition of this property will link the Fox Preserve with another park preserve, the Bradford-Felters Tanglewood, filling a gap in the greenway system in this area. The Cincinnati Park Board appreciates the Park District's offer to prepare and coordinate the application and to fund the local matching funds for the acquisition. Once the property is acquired, if it is deeded over to the City of Cincinnati, the Park Board would maintain it as a park preserve, and we would grant the Hamilton County Park District a Conservation Easement, assuring that the property would only be used as a park preserve.

This is another great example of how our two park systems can partner together for the benefit of the region. If you have any questions, please call me at 352-4079.

Sincerely,


Willie F. Carden, Jr.
Director of Parks

Cc: Mayor Charlie Luken
Board of Park Commissioners

RECEIVED

JAN 27 2003

HAMILTON COUNTY
PARK DISTRICT

10245 Winton Road
Cincinnati, Ohio 45202
513-352-4080
513-352-4096

www.parks.org





HAMILTON COUNTY PARK DISTRICT
10245 Winton Road, Cincinnati, Ohio 45231

FACSIMILE COVER SHEET

TEL NO. (513) 521-7275

FAX NO. (513) 521-2896

DATE:	February 25, 2003	FAX NO.	(513) 946-4330
TO:	Cindy Weltlauf, Grants Administrator	PAGES:	15
ATTN:	David Krings, Administrator		(including this cover sheet)
FROM:	Ross Hamre, Planning Director	PHONE	(513) 946-4400

**IF YOU HAVE A PROBLEM WITH THE RECEPTION OF THESE PAGES,
PLEASE CONTACT US AT (513) 728-3551, EXT 256**

As required by the Clean Ohio Conservation Program Grant Application. Ohio Revised Code Sec. 164.23, the Hamilton County Park District is consulting with Hamilton County regarding the following projects:

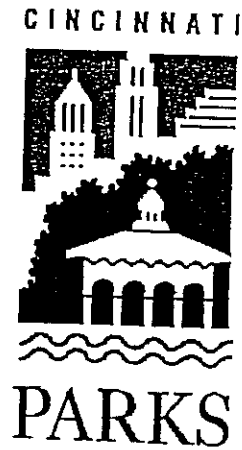
- Hensley Tract acquisition
- Agape Tract acquisition
- Elstun Road Tract Acquisition
- Roell Tract Acquisition

(See attached project information describing each of the above projects)

No funds from Hamilton County are involved in these projects.

Please respond to this fax indicating you have received this information and acknowledge these applications.

Should you have any questions, please contact Ross Hamre, Planning Director at 728-3551, ext. 256.



Cincinnati Park Board

Land Management Handbook



Cincinnati Park Board Land Management Handbook

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Cincinnati Park Board Land Management Handbook

**The four Basic Principles of the Division of Operations and Land Management of the Parks
Department are:**



**Safe
Clean
Reliable
Environmental**

CINCINNATI PARK BOARD

LAND MANAGEMENT STANDARDS

PARK AREA CLASSIFICATION – DEFINITIONS

- Class A1** High traffic urban areas, public squares, malls, high visitation parks or parks features, high quality diverse landscape, state of the art maintenance applied.
- Class A2** Parkways and well-developed park areas of regional impact with high visitation, special features, diverse landscape and floral accents. High level of maintenance throughout with Class maintenance applied to specific features.
- Class A3** Developed park areas of neighborhood impact with moderate visitation levels and parkways areas, which may or may not contain landscape or floral features. Constant maintenance level throughout approaching Class B standards for specific features.
- Class E** Park areas set aside usually to reduce maintenance or increase wildlife diversity. Visitation to these areas can range from moderate high, usually by nature enthusiasts, hikers, science classes, and Nature Education groups. Maintenance will range from periodic mowing, non-native removal to litter pick-up and trail maintenance. Some of these areas also receive special types of management to enhance biodiversity.
- Wetlands:*
Areas with standing water or wet soil conditions through most of the year. Visitation is described in Class E. Maintenance consists of non-native removal and trail maintenance needed per site inspections. Management to increase biodiversity and accessibility is also performed during areas development.
- Riparian Zones:*
River and stream corridors with median to high visitation. Maintenance usually low consisting of litter pick-up and non-native removal as needed.
- Habitat Enhancement Areas:*
Park areas where management and maintenance is geared toward increasing biodiversity. Visitation ranges from median to high, and is mostly hikers and nature enthusiasts. Maintenance is usually litter pick-up, non-native removal and up keep of trails.
- Meadows:*
Park areas with usually low visitation. Maintenance is seasonal mowing, either spring or fall.
- No Mow/Successional:*
Park areas left to return to woodland by natural succession, and sometimes supplemental planting. Visiting is usually low. Maintenance is periodic non-native removal, other maintenance determined by on-site inspection or complaints.

17. Trail Maintenance

All trails maintained per designated trail classification for specific site

CLASS E

1. Non-Native Removal

- A. Honeysuckle: Usually on a three-year rotation, before new shrubs begin producing fruit. Shrubs should be cut as close to the ground as possible. Stump sprayed with 20% Round-Up solution within 15 minutes after cutting. Brush close to road should be chipped, brush in meadows can be piled near the edge of the woods, and brush cut from wooded areas can be left scattered.
- B. Garlic Mustard: Removed yearly as needed. When in flower, plant in hand pulled, with care taken to get roots. Plants must then be bagged and removed from site. First year plants can be sprayed with 2% Round-Up solution in early spring or fall if no native plants are present. Round-Up method should only be used by trained personnel (florist, natural resources crew), due to possibility of harming native plants.
- C. English Ivy, Wintercreeper, and Vinca: Removed as needed per site. These plants need to be hand pulled, bagged, and removed from site. The plants normally do not respond to Round-Up applications.

2. Weeding

Determined by site, per Greenspace Manager. Wildflower and prairie plantings need various weed species removed for the first three years.

3. Prescribed Burns

Areas to be burned are rotated on three to five year basis after they are established. New plantings are burned yearly for the first three years. Greenspace Manager will determine area, timing, and be responsible for the burn.

4. Seasonal Mowing

Either an early spring or late fall mowing is performed on meadows and some wildlife enhancement areas. A mowing schedule will be determined and sent to District Crew Leaders, describing areas to be cut that year and their timing. Fall mowing should not start before the first week in November. Spring mowing should start in mid to late February but must not continue beyond late March. If weather conditions prohibit this timing, the Greenspace Manager should be consulted for further instruction. Mowing height is 6" or more, lower heights will damage plants.

5. Litter Control

Crews should inspect and remove litter during the regular maintenance cycle for that park.

6. Trail Maintenance

Performed as needed per site inspection or complaints. Trails through meadows should be mowed weekly.

15. Furnishings

Maintained and repaired as needed.

16. Tree Maintenance

Per designated classification for specific site.

17. Trail Maintenance

per designated classification for specific site.

CLASS F2

Forest/Undeveloped open space and natural areas of low visitation, hillside preservation sites, protective "buffer" lands. Maintained provided only on an "as needed" basis per periodic site inspection or complaints received.

1. Turf

Not mowed.

2. Fertilizer

None.

3. Irrigation

None.

4. Litter Control

On demand or complaint or program basis.

5. Pruning

Not unless safety is involved.

6. Disease and Insect Control

None except in epidemic or safety situations.

7. Snow Removal

Only on strategic roads and parking lots.

8. Lighting

Replaced on complaint or program basis.

9. Surfaces

Serviced only when safety is concerned.

10. Repairs

Should be done when safety or function is in question.

11. Inspections

Once per month.

12. Floral Plantings None.

thatch accumulation. A welcome sight to many turfgrass superintendents is the many roots that often can be found growing down the aerification holes. This practice can yield great benefits at small costs.

ENVIRONMENTAL PRACTICES

Parks and recreation agencies have always been in the forefront in efforts to protect the environment. In the communities we serve, we have often been the first to institute environmental practices setting an example for others to follow. There are three obvious reasons parks and recreation agencies have been placed in this leadership role since the early days of environmental concern.

First, it is the role of most parks and recreation agencies to preserve open space, provide natural surroundings for recreation and contemplation and to teach people wise stewardship of their natural surroundings. Environmental protection was always part of our mission. In fact, it can be said that parks and recreation agencies were the environmental movement before it ever became recognized as a "movement." As concern for these issues became stronger in our communities, we were often first to incorporate them into our practices.

Second, because we are perceived as the community provider of greenspace and natural surroundings, our public demands responsible environmental practices. We are often held to a much higher standard for environmental protection because pollution and other environmental degradation is so inconsistent with the vision that the public has for us. Poor environmental practices in a park setting is magnified.

The third reason we have become leaders in the environmental movement has to do with money. Most parks and recreation agencies have a long history of having to do more with less. There is never enough funding to do what we have to and, in lean times it gets even worse. Downsizing vehicles, lowering thermostats, using alternative fuels, and minimizing waste are all examples of things many of us have done to save money. We must constantly be looking for ways to be more efficient and to lower our costs. Many of these efforts provide significant environmental benefit as well. Environmentally sound practices are often much less costly. Much of the time, the two go hand in hand.

So, using sound environmental practices are part of our basic job, the public demands it and it can save money. Are we doing all that we can? Are we doing enough? How do we know? It can be argued that protecting the environment is a neverending effort. We are never doing enough and there is always room for improvement. As leaders on this issue, it is important to at least know where we are in the effort and what can be done in the future. A useful tool in this regard is an environmental assessment.

Environmental Assessment

An environmental assessment is a complete evaluation of current operations and practices that impact the environment in terms of waste and pollution and consumption of natural resources. It also includes the identification of technically and economically feasible opportunities to reduce these impacts. This assessment process has been used in the private sector with great success in reducing toxic and hazardous wastes, pollution and emissions and overall increased awareness of pollution prevention. If we look closely, the public sector does not differ much from the private sector (particularly service-oriented businesses) in terms of resources use and environmental impact.

public relations, improved health and safety, improved employee morale, and reduced liability. Be sure to factor them into your analysis.

Implementation Phase:

Selection options for improvement that have passed the feasibility analysis. Some will be more feasible than others. Organize them in order of priority according to a method that fits your situation. It is usually best to list the easiest, least expensive options that reap the greatest returns first. It is also useful to establish a record keeping process to monitor results of improvement. Setting goals with reasonable schedules and monitoring progress are all important components of this phase.

Using this common sense approach to assessing and improving environmental practice in your agency will result in significant benefits.

Reduced Operating Cost

Environmentally sound practices are often less costly

Overall Improvement in Environmental Quality

We are perceived as leaders in environmental protection and must embrace our leadership responsibilities setting an example for other to follow.

Improved Employee Health, Safety and Morale

Environmentally sound materials are less toxic and, therefore, safe for employees to use. This results in fewer injuries, healthier employees and higher morale. Demonstrating respect for the natural environment and employees help create a work environment employees are proud of.

Enhanced Public Image

Good environmental practice is good management. It is cleaner, safer and often less costly; it is the way good organizations are run. Be sure to let people know about your success. Don't overlook the value of promoting the positive practices you use to help prevent environmental degradation and conserve natural resources.

Crime Prevention.

The social problem is one that we have absolutely no control over, but it remains the main justification for security systems and is the most obvious reason to have the proper standards of security designed in our park systems. All security systems are designed to prevent crime from occurring. Limit the opportunity for a crime to be committed and provide some type of notification system in the event of a crime. For the purpose of this discussion, this paragraph entitled. " Crime Prevention" will refer to those major category crimes such as murder, rape, assault, arson, drugs, robbery and theft, and, unfortunately, there are few measures that can be taken to prevent serious crimes. The one major crime mentioned here that occurs most frequently in the park and recreation field is theft; theft may also be the only major category crime that can be successfully deterred and controlled by use of proper control procedures and the correct level of security. Because it is a crime against property, theft is more fully discussed as the main focus of "Resource Protection," later in the monograph.

Vandalism Reduction.

Vandalism is one of the most frequent crimes committed within park and recreation department, and one of the most costly. Vandalism is separated from major category crime not only because it is less serious in nature but also because it occurs so frequently that it has become a major consideration in most maintenance program's repair and replacement effort, beyond that of normal wear and tear. This is not to imply that the desecrated Indian cave painting of the Grand Canyon or the famous "graffiti-festooned" subways of New York City are not serious crimes, but the majority of the acts of vandalism impacting park maintenance programs are expressed as "minor or nuisance damage to park property," when viewed or reported on an individual basis. Damage can range from breaking out all the windows in a community center to painting graffiti on the walls of a restroom, from removing the shingles from a park shelter to carving initials in an old tree along a trail.

Vandalism, although recognized as less serious than the major crimes mentioned under Crime Prevention, has a serious, disruptive and costly impact on any Park system. This impact is always demonstrated in terms of both monetary cost and social cost. Monetary costs are primarily reflected in the funds required for materials or supplies, human resources or contractual services and equipment that must be directed toward the damage repair. Secondary monetary costs, that often exceed repair costs, are reflected in the loss of revenue caused by the disruption or cancellation of programs and activities. Social cost associated with vandalism are very difficult to measure, but in areas of frequent vandalism, the psychological impact on both the park staff and patrons manifests itself in the low staff morale and diminished patron participation at park facilities where programs and normal park activities are disrupted by vandalism. Security systems and sound park design principles have proven to be effective deterrents to vandalism, when combined with sound management practices, staff awareness and solid community support.

Personnel and Public Safety

The most important responsibility of any park department is to provide a safe environment for its employees to work, and a safe park system security, for it patrons to enjoy. Security, by definition, is the "quality or state of being secure, free from danger, fear or anxiety". All security systems are designed with both people and resource protection in mind, but there are certain additional security measures that are appropriate to use to provide higher levels of protection when activities warrant or situations dictate.

the plant. Spring flowering trees and shrubs should be pruned immediately after flowering. Such plants include forsythia, spirea, azaleas, dogwoods, cherries, plums and some Asiatic hollies. These plants set their flower buds in late summer and early fall on the previous season's growth. Pruning during the dormant season will remove buds and reduce flowering. Trees and shrubs that flower from summer through fall develop their flower buds on new shoots (current season's growth). These plants, which include crapemyrtle, hibiscus, althea, hydrangea, vitex and American hollies, should be pruned when dormant. Pruning during the summer will remove flower buds.

Rejuvenation pruning: Some shrubs can be rejuvenated by cutting the entire plant down to 6-12 inches from the ground. This is often the best choice if the plant is old or severely overgrown. Rejuvenation may also be done more gradually over a three-year period with 1/3 of the old growth removed each year. Shrubs that respond well to rejuvenation include forsythia, azalea, hollies, privet, barberries, crapemyrtles and photinia. Junipers cannot be rejuvenated. Small diameter (1/2 to 3/4 inch) trees such as most maples and oaks can be pruned at the soil line to develop a new straight leader if the tops are not tree form or straight. Other trees such as dogwoods have a high mortality when this is done. The general rule is that trees that form suckers readily can be cut back. This should be done early in the season just before buds begin to swell. After several new water sprouts develop, prune back to the one most vigorous shoot or development of a single leader tree or to 3 to 5 shoots for multi-stem trees.

Pruning for vehicular and pedestrian traffic: Branches over streets should be pruned to a height of 14 feet to reduce interference with vehicles, while branches over sidewalks should be maintained at 8 feet to prevent obstruction of pedestrians as they use sidewalks.

Pruning large trees: Pruning of large trees requires special equipment such as a bucket truck or use of climbing ropes and climbing gear. These pruning jobs generally require personnel familiar with climbing and specialized equipment. Many large trees are deformed through improper pruning or topping. Climbing spurs induce damage to trees and should only be used for "take down" operations.

Removal of large limbs, 2" or more, often requires a triple-cut technique. The first cut is a shallow cut of 1/4 to 1/3 of the diameter and made on the underside of the limb. Approximately 6" from tree trunk. The second cut is made 2" further out on the topside causing the branch to break away. This prevents tearing the bark on the tree, which occurs if one cut is made. A third cut is required to remove the stub. This cut should be made in front of the branch collar where the limb joins the tree rather than flush with the trunk. This procedure eliminates the need for shaping or tracing the wound and does not require that the wound be enlarged after pruning. If done properly, callus will form in an even circle to close the wound. The common application of an asphalt emulsion to a pruning wound is of no value in preventing decay and is no longer recommended. Proper pruning of trees and shrubs should be started early and continued when necessary throughout the life of the plant.

Maintenance of woodlands

Maintenance of woodland requires selective thinning by removing the least desirable trees. Thus improving the aesthetic value of the remaining plants and the entire woodland. Limbing up and removal of dead branched improves the visibility into the woodland. Some low-story trees, such as dogwoods on the edge of a woodland, are more natural with their lower branches intact.

THE OHIO PUBLIC WORKS COMMISSION

65 East State Street, Suite 312, Columbus, Ohio 43215-4213

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**OHIO
PUBLIC WORKS
FOR YOU**

05/01/2003

Jack Sutton

Director

Hamilton County Park District

10245 Winton Road,

Cincinnati, OH 45231

Subdivision Code : 061-02037

Dear Mr. Sutton,

Your request for financial assistance from the Ohio Public Works Commission has been approved for the project entitled **Hensley Tract Acquisition** in the amount of \$ **69,384**. This **Grant** has been assigned project number **CBBAB**. Please use this number when calling or writing our office.

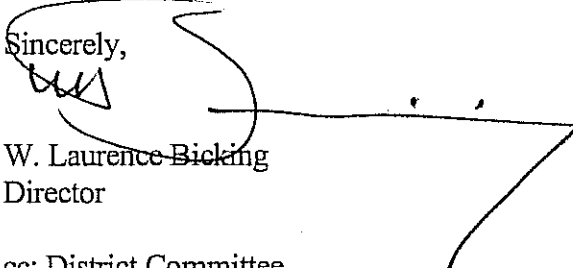
The enclosed Project Agreement defines **Hamilton County Park District's** responsibilities in accepting this financial assistance. Please review it carefully to ensure that the project has been accurately described and defined throughout the agreement's appendices. If any errors are found, or if any information needs to be updated, please contact us immediately.

Please execute the Project Agreement by signing both copies. **You must return one fully executed copy to the Commission within forty-five (45) days**, and retain the other for your files. This project may not proceed with acquisition, construction or purchase of materials, **until you have completed the following**; 1) returned one executed copy of the agreement to OPWC, 2) prepared and sent to OPWC a "Request to Proceed" 3) received approval from OPWC on your "Request to Proceed"

The Project Manager and Chief Financial Officer named in the agreement will each receive a separate mailing that explains their respective duties regarding project implementation. The Project Manager has also received a reference copy of the enclosed Project Agreement for their records. All of our project management related documents for the Clean Ohio Program are located at our Web page at www.pwc.state.oh.us. Once there, click on the link titled "**Clean Ohio Program**".

If you have any questions about any aspect of the program, please do not hesitate to call your Program Representative, **Rob White**, at **614/752-9344**.

Sincerely,


W. Laurence Bicking
Director

cc: District Committee

614-466-0880

www.pwc.state.oh.us